

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Nutrition, Inc.		10/04/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Joint Juice Acquisition Sub, Inc.
Street Address:	120 Howard Street, Suite 600
Internal Address:	attn: Dave Ritterbush, CEO
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2481535	PREMIER NUTRITION
Registration Number:	3080031	PREMIER NUTRITION
Registration Number:	2444257	PREMIER PROTEIN
Registration Number:	2909608	ODYSSEY
Registration Number:	2731878	ROCKET SHOT
Registration Number:	2731877	ROCKET SHOT
Registration Number:	2899702	ODYSSEY SLIM ADVANTAGE
Registration Number:	2906446	SLIM ADVANTAGE
Registration Number:	3371453	TWISTED
Registration Number:	3445168	TWISTED
Registration Number:	3591085	TITAN
Registration Number:	3839717	PRO2O
Registration Number:	3996603	PREMIER PROTEIN

CH \$415.00 2481535

Registration Number:	3222465	SOLEIL
Registration Number:	3222464	SOLEIL
Serial Number:	85281742	PREMIER NUTRITION

CORRESPONDENCE DATA

Fax Number: (415)677-6262

Phone: 4154341600

Email: trademark@howardrice.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: HOWARD RICE NEMEROVSKI CANADY FALK & RAB

Address Line 1: 3 Embarcadero Center, 7th Floor

Address Line 2: attn: Stephanie Wexler Coutu

Address Line 4: San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER:	15557.0020
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NAME OF SUBMITTER:	Stephanie Wexler Coutu
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Signature:	/SWC_dch/
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Date:	10/06/2011
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of October 4, 2011, is by and between Premier Nutrition, Inc., a California corporation ("Assignor") and Joint Juice Acquisition Sub, Inc., a California corporation ("Assignee").

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of September 30, 2011 (the "Purchase Agreement"), by and among Assignee, Joint Juice, Inc., a California corporation, Assignor, and Christopher Geist, Kerry Law and Lance Rankin, with respect to certain assets owned by Assignor, Assignor has agreed, among other things, to sell, assign, transfer, and deliver all of Assignor's right, title, ownership and interest in and to those certain registered and unregistered trademarks identified in Schedule 1 attached hereto to Assignee.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment of Intellectual Property. Assignor does hereby sell, assign, transfer, and deliver to Assignee and its successors and assigns, all right, title, ownership and interest in and to the United States trademarks more particularly described on the attached Schedule 1 (the "Assigned IP"), including without limitation all registrations, renewals and extensions thereof, as well as any corresponding rights in said trademarks, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction throughout the world, and (i) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) the goodwill associated therewith.

2. Assistance and Cooperation. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to perfect record title to the Assigned IP in all countries.

3. Perfection and Recordation. Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned IP in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.

4. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, expand, modify, replace,

contrary, nothing contained herein shall in any way supersede, expand, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignee or Assignor set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement. Assignor has not executed, and will not execute, any agreement in conflict herewith.

5. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

6. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.


7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax, email, or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 7, provided that receipt of copies of such counterparts is confirmed.

(Signatures on the following pages)

IN WITNESS WHEREOF, Assignor makes this assignment to Assignee and has caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

PREMIER NUTRITION, INC.

By: 

Name: LANCE RANKIN

Title: C.E.O.

IN WITNESS WHEREOF, Assignee accepts the assignment from Assignor and has caused this Trademark Assignment to be executed as of the date above first written above.

ASSIGNEE:

JOINT JUICE ACQUISITION SUB, INC.

By:  _____

Name: David Ritterbush

Title: President and Chief Executive Officer

SCHEDULE 1**ASSIGNED IP**

MARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS
PREMIER NUTRITION	10/18/1999	75824400	08/28/2001	2481535	Registered
PREMIER NUTRITION (& design)	07/12/2001	76283573	04/11/2006	3080031	Registered
PREMIER PROTEIN	02/15/2000	75919381	04/17/2001	2444257	Registered
ODYSSEY	01/22/2003	76497750	12/14/2004	2909608	Registered
ROCKET SHOT	08/26/2002	76443882	07/01/2003	2731878	Registered
ROCKET SHOT (& design)	08/26/2002	76443881	07/01/2003	2731877	Registered
ODYSSEY SLIM ADVANTAGE	07/15/2003	78274651	11/02/2004	2899702	Registered
SLIM ADVANTAGE	07/15/2003	78274649	11/30/2004	2906446	Registered
TWISTED (in stylistic form)	10/29/2006	77031785	01/22/2008	3371453	Registered
TWISTED	11/08/2005	78749431	06/10/2008	3445168	Registered
TITAN	08/13/2008	77546130	03/17/2009	3591085	Registered
PRO2O	08/13/2008	77546145	08/31/2010	3839717	Registered
PREMIER PROTEIN	10/05/2010	85145755	07/19/2011	3996603	Registered
PREMIER NUTRITION (& design)	03/30/2011	85281742	N/A	N/A	Filed
SOLEIL (& design)	05/12/2006	78882910	03/27/2007	3222465	Registered
SOLEIL	05/12/2006	78882900	03/27/2007	3222464	Registered